

Property Information Package

# AUCTION

## Mortgagee's Sale

### Loudon Village Country Store with Apartments

(Real Estate Only – Equipment Not Included)

Loudon, New Hampshire

**Thursday, January 16<sup>th</sup> at 10:00 a.m.**

**40 South Village Road** was formerly operated as the Loudon Village Country Store with two residential apartments on the second floor. The store totals 2,300± sq.ft. with parking on-site, and the lot totals .90± acres. Tax Map 20, Lot 24.

**Inspection:** Tuesday, January 14th from 10:00 a.m. to 12:00 p.m. and one hour prior to auction.

**Terms:** Ten thousand-dollar (\$10,000.00) deposit by certified check made payable to Craig, Deachman & Associates, PLLC. Successful bidder to increase deposit to 10% of the bid price within 48 hours of sale. Balance due at closing within thirty (30) days of sale. Subject to all terms of mortgagee's notice of sale.

DISCLAIMER: No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to these parties concerning the completeness or accuracy of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

Est. 1976

**PAUL McINNIS LLC**

AUCTIONS • REAL ESTATE • RESULTS

Lic #2089. - (603) 964-1301 - Ref. #25PM-01 Auction subject to all Terms of Sale © 2025 Paul McInnis LLC

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**DISCLAIMER:** No warranty or representation, express or implied, is made by our client, their legal counsel, Paul McInnis LLC or any person providing this information to any party concerning the completeness or accuracy of the information. The information has been obtained from sources deemed reliable. While we do not doubt the accuracy, we have not verified it and make no guarantee, warranty or representation about it. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of the property. It is the potential offeror's responsibility to independently verify the accuracy and completeness of the information. Each person who accepts these materials assumes full responsibility for investigating, evaluating, and making all other appropriate inquiries regarding this property. By accepting this information, each person releases our client, their legal counsel and Paul McInnis LLC from any responsibility or liability arising from this information concerning the property.

## **NOTICE OF FORECLOSURE SALE**

Pursuant to a power of sale contained in a certain mortgage deed given by PLOURDE SAND & GRAVEL CO., INC. to GreenLake Real Estate Fund, LLC, its successors or assigns, as lender, dated May 27, 2014, recorded in the Merrimack County Registry of Deeds at Book 3441, Page 0643, and as amended by PLOURDE SAND & GRAVEL CO., INC., now joined by RED HAT REALTY, LLC, collectively as mortgagors in that First Amendment to Mortgage to GreenLake Real Estate Fund, LLC dated February 5, 2016, recorded in the Merrimack County Registry of Deeds at Book 3506, Page 2975 and Book 3507, Page 0890, in execution of said power, for mortgage conditions broken, will sell the following mortgaged premises

40 South Village Road, Loudon, Merrimack County, New Hampshire

### **PUBLIC AUCTION**

**on JANUARY 16, 2025 at 10:00 A.M.** local time, all of said holder's right, title and interest in and to the real estate described in said mortgage deed.

This foreclosure sale will be made for the purpose of foreclosure of all rights of redemption of the said mortgagor(s) therein possessed by them and any and all persons, firms, corporations or agencies claiming by, from, or under them.

Said premises will be sold "as is" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: **YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGEE, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.**

**For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.** The New Hampshire Banking Department can be contacted at 53 Regional Dr., #200, Concord, NH 03301 at Tel. No. 603.271.3561 and email at [nkbd@banking.nh.org](mailto:nkbd@banking.nh.org).

**For Service of Process, Mortgagee's agent is Craig, Deachman & Associates, PLLC and address is 1662 Elm Street, Manchester New Hampshire 03101.**

Terms of sale are as follows:

1. 40 South Village Road, Loudon, Merrimack County, New Hampshire a TEN THOUSAND AND 00/100 (\$10,000.00) cashiers or certified check made payable to Craig, Deachman & Associates, PLLC, satisfactory to the said holder, to be paid at the time of the sale, with further payment required to meet TEN Percent (10.00%) of bid amount within Forty-eight (48) hours of Sale Date. Thereafter the balance to be paid on delivery of foreclosure deed within THIRTY (30) days.

2. Should high bidder fail to sign memorandum of sale or tender the additional deposit within 48 hours said deposit will become non-refundable and the Holder reserves the right to sell the property to the next highest or any other bidder.

Auction to be conducted by Paul McInnis, LLC. Live On-site bidding at 40 South Village Road, Loudon, NH as well as Virtual On-line bidding will be available, please see website <http://paulmcinnis.com/> for further information. Same Terms of Sale apply. Funds to be made payable to Craig, Deachman & Associates, PLLC. Properties will be offered in a manner as announced and directed by the auctioneer.

Contact [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com) for Property Information Package for further property and bidding details.

**The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent dates as the holder may deem necessary or desirable.**

GREENLAKE REAL ESTATE FUND, LLC  
By Its Attorneys,  
CRAIG, DEACHMAN & ASSOCIATES, PLLC  
1662 Elm Street, Manchester, NH 03101  
(603) 665-9111  
December 16, 2024

## GENERAL TERMS & CONDITIONS

Paul McInnis LLC has been retained by the Mortgagee to sell at foreclosure auction, the property described in the Mortgagee's Notice of Sale.

**LOCATION:** The **Live Auction** will take place on **Thursday, January 16<sup>th</sup> at 10:00 a.m. on-site at 40 South Village Road, Loudon, NH.**

**BIDDING ON-SITE OR ONLINE:** Bidders interested in bidding on the property will join the auctioneer at 40 South Village Road. If a Bidder is unable to attend the auction in person, they will have the option to bid online during the live auction from their computer or mobile device. In order to bid online, there are additional steps a bidder must take, which will be explained later in this package. Bidder must provide 48-hour notice prior to the auction, to the auctioneer, if they wish to bid online.

**BIDDER DEPOSIT:** If a bidder wishes to bid on the property, they will need to provide a Ten thousand-dollar (\$10,000.00) deposit by certified check made payable to Craig, Deachman & Associates, PLLC.

**REGISTRATION:** To bid, a bidder will need to fill out the **Bidder Registration Form**. If a bidder is attending the sale on-site, the completed and signed **Bidder Registration Form** must be presented with the required **Deposit(s)** to the auctioneer. If a bidder wishes to bid online, they will need to provide the required **Deposit to the Auctioneer's Office or electronically** and submit the completed and signed **Bidder Registration Form** to the office of the auctioneer no less than 48 hours prior to the auction.

**SIGNING THE MEMORANDUM OF SALE:** The highest bidder at the auction will sign the purchase and sale agreement immediately following the auction. A copy of the Memorandum is included in this package which should be reviewed prior to bidding. If the high bidder is on-site, they will sign the Memorandum manually with the auctioneer. If the high bidder is online, they will receive the Memorandum electronically through Dotloop for their electronic signature. The signature will be completed immediately before the auctioneer leaves the auction premises, or the buyer will be considered in default, and the high bidder's deposit will be forfeited.

**DUE DILIGENCE:** It is the bidder's responsibility to undertake their own due diligence and inspection of the property prior to placing any bids. A complete review of the property information package (with additional links) including the Memorandum of Sale with your attorney is encouraged.

**PROPERTY CONDITIONS:** Except as expressly set forth in the real estate Memorandum of Sale, if and when executed, the property is being sold "AS IS," "WHERE IS," and "WITH ALL FAULTS," as of the closing date. Neither the Mortgagee, Paul McInnis LLC nor any of their agents, contractors, attorneys, officers, or directors ("agents") makes any representations or warranties with respect to the physical condition of the land or any improvements thereon, the property's fitness for any particular purpose, the property's merchantability, or any other warranty, express or implied.

The Mortgagee, Paul McInnis LLC and their agents specifically disclaim any warranty, guaranty, or representation, oral or written, past or present, express, or implied concerning the land and any improvements thereon. Bidders are expected to undertake their own independent physical inspection of the property, and public records, and thorough review of all documents prior to submitting their bid(s) and to submit their bid(s) based solely on their own independent investigations and findings including but not limited to bidders' own independent investigation of the uses, code compliance and land use regulatory approvals necessary for redevelopment and not in reliance on any information provided by the Mortgagee, Paul McInnis LLC or their agents.

If you have any questions about the properties or the auction process, feel free to email [justin@paulmcinnis.com](mailto:justin@paulmcinnis.com)



# Executive Summary

## 40 South Village Road, Loudon, NH

### Description

A 4,420 sq. ft. two-story building constructed in 1787 and remodeled from 2010 – 2013 on a .90-acre lot. The ground floor level was formerly operated as the Loudon Village Country Store. The store measures 2,300 sq. ft. with counter space, a cooking area, cold and frozen display areas, a bathroom, a small office and a seasonal ice cream stand.

The upstairs has two residential units. A 1 bedroom, 1 bath (750 sq. ft.) unit and a 3 bedroom, 1 bath (1,370 sq. ft.) unit.

The property is serviced by city water and natural gas. There is on-site parking for approximately 24 cars.

**Zoning:** Village District

**Deed Reference:** Book 3481, Page 1334

**Road Frontage:** 140'

**Water:** Public

**Sewer:** Private



### 2024 Property Assessment

**Tax Map:** 20 **Lot:** 24

**Tax Rate:** \$23.25

	<b>Assessed Value</b>	<b>Taxes</b>	<b>Outstanding Real Estate Taxes as of 1-16-25</b>
<b>Total:</b>	<b>\$326,600</b>	<b>\$7,593.00</b>	<b>\$36,567.17</b>







**Property Card: 40 SOUTH VILLAGE ROAD**  
Town of Loudon, NH



**Parcel ID:** 20-24  
**PID:** 000020000024000000

**Owner:** RED HAT REALTY LLC  
**Co-Owner:**  
**Mailing Address:** PO BOX 220  
SUNCOOK, NH 03275

**General Information**

**Assessed Value**

**Map:** 000020  
**Lot:** 000024  
**Sub:** 000000

**Land:** \$78,000  
**Buildings:** \$238,100  
**Extra Features:** \$10,500  
**Total:** \$326,600

**Land Use:** COM/IND  
**Zone:** VILLAGE DISTRICT  
**Land Area in Acres:** 0.9  
**Current Use:** N  
**Neighborhood:** N-E  
**Frontage:** 00  
**Waterfront:** N  
**View Factor:**

**Sale History**

**Book/Page:** 3481-1334  
**Sale Date:** 6/17/2015  
**Sale Price:** 0

**Building Details**

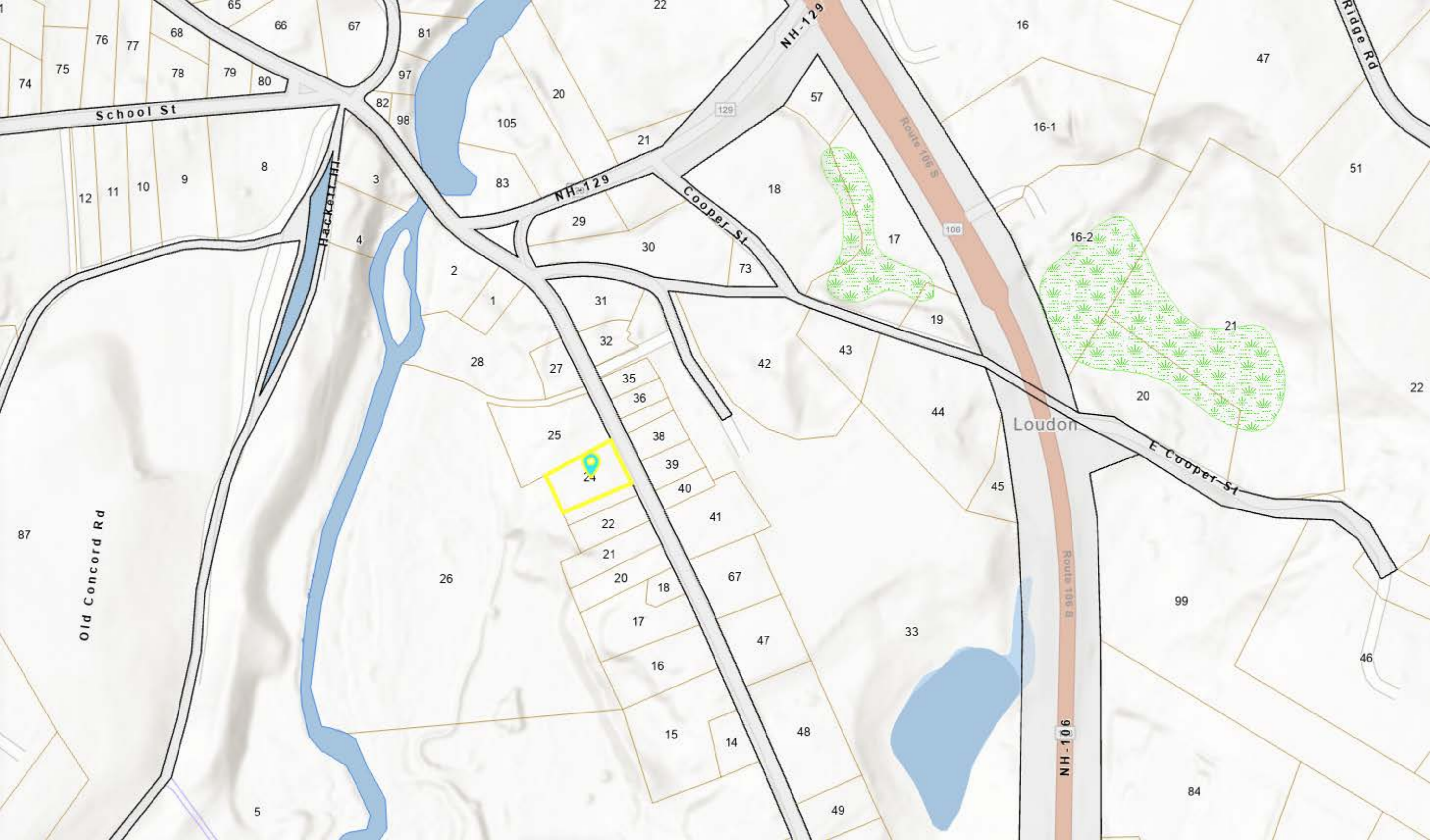
**Model Description:** COLONIAL  
**Total Gross Area:** 2398  
**Year Built:** 1787  
**Building Grade:** AVG+30  
**Stories:** 2.00 STORY

**Condition:** GOOD  
**Depreciation:** 0  
**No. Bedrooms:** 0  
**No. Baths:** 1  
**Adj Bas:** 0



[www.cai-tech.com](http://www.cai-tech.com)

This information is believed to be correct but is subject to change and is not warranted.



School St

NH-129

NH-129

Cooper St

Route 106 S

106

Hackett Hill

Loudon

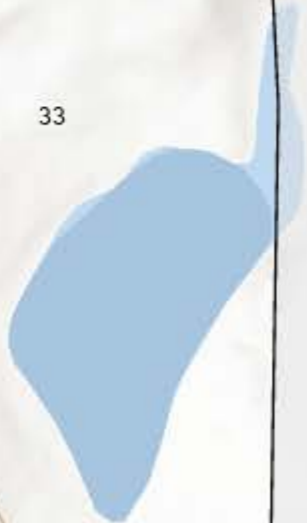
E Cooper St

Old Concord Rd

Route 106 S

NH-106

Ridge Rd



74 75 76 77 78 79 80

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20150009896 Recorded in Merrimack County, NH In the Records of Kathi L. Guay, CPO, Register  
BK: 3481 PG: 1334, 6/17/2015 8:42 AM RECORDING \$14.00 SURCHARGE \$2.00

MERRIMACK COUNTY RECORDS *Kathi L. Guay* CPO, Register

Prepared by:  
Barton L. Mayer, Esquire  
Upton & Hatfield, LLP  
10 Centre St., P. O. Box 1090  
Concord, NH 03302-1090

*B*  
*144*  
*23*

**DEED**

The **TOWN OF LOUDON**, a municipal corporation, acting by and through its Board of Selectmen, having a mailing address of 29 S. Village Rd., P. O. 7837, Loudon, NH 03307, for consideration paid, grants to **RED HAT REALTY, LLC**, having a mailing address of P. O. Box 220, Suncook, NH 03275, **WITHOUT COVENANTS**, all of its rights, title and interest in:

A certain property described in the invoice books as Tax Map 20, Lot 24, located at 40 South Village Road, consisting of 0.90 acres of land, including any buildings thereon, as recorded at the Registry of Deeds in Book 3069, Page 1775.  
*Loudon, NH*


**MEANING AND INTENDING** to describe and convey all of the Town of Loudon's rights, title and interest in the premises described in the deed of the Town of Loudon Tax Collector, dated April 9, 2015, and recorded in the Merrimack County Registry of Deeds at Book 3475, Page 1012.


*S/B* →  
*3475-1011*

20150009896 Recorded in Merrimack County, NH In the Records of Kathi L. Guay,CPO, Register  
BK: 3481 PG: 1335, 6/17/2015 8:42 AM RECORDING \$14.00 SURCHARGE \$2.00

WHEREFORE, the Town of Loudon has executed this Deed this 16 day of  
June, 2015 by signature of its Board of Selectmen, duly authorized.

TOWN OF LOUDON  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Dustin J. Bowles

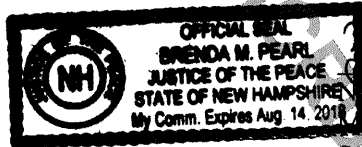
  
\_\_\_\_\_  
Robert P. Krieger

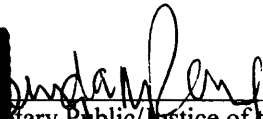
  
\_\_\_\_\_  
Steven R. Ives

**STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK**

Then personally appeared Dustin J. Bowles, Robert P. Krieger, and Steven R. Ives,  
Selectmen of the Town of Loudon, duly authorized to execute the foregoing instrument on behalf  
of the Town as aforesaid.

Before me,



  
\_\_\_\_\_  
Notary Public/Justice of the Peace  
Commission Expires:

Seal:

**THIS TRANSFER IS EXEMPT FROM THE REAL ESTATE TRANSFER TAX  
PURSUANT TO RSA 78-B:2, XVIII.**



**MEMORANDUM OF SALE**  
**40 South Village Road, Loudon, New Hampshire**

Date: January 16, 2025

I, \_\_\_\_\_ (hereinafter referred to as the "Buyer"), hereby acknowledge that I have this day agreed to purchase at a Mortgagee's Public Auction Foreclosure Sale from GreenLake Real Estate Fund, LLC (hereinafter referred to as the "Seller"), The real estate situated at and numbered: 40 South Village Road, Loudon, State of New Hampshire, for the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_) Dollars

Buyer hereby agrees to comply with all of the terms of the sale as stated in this Memorandum of Sale as well as the additional terms, which are attached hereto. Buyer has this day paid to Seller Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit on the sale, with further payment required to meet Ten Percent (10%) of the final bid amount within forty-eight (48) hours to be paid to the Law Offices of Craig, Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 (Telephone No.: 603-665-9111, email address mvanzanten@cda-law.com). Said deposit shall be forfeited to the use of Seller in the event that Buyer fails to comply with any terms of the sale. Notwithstanding any and all forfeitures, said forfeitures shall not relieve the Buyer of any liability under this contract.

The balance of the purchase price shall be paid in cash, certified or treasurer's check and shall be deposited with the office of Craig Deachman & Associates, PLLC, 1662 Elm Street, Manchester, New Hampshire 03101 within thirty (30) Days. The said real estate will be conveyed by a Mortgagee's Foreclosure Deed upon receipt of the balance of the purchase price. All of this to be accomplished during normal banking hours and time is of the essence.

No personal property of any nature is included in this contract or sale except such as are particularly mentioned in writing herein.

In addition to the purchase price, the Buyer shall also pay all unpaid real estate taxes, water and sewer bills, municipal liens, tax titles, betterments and assessments, and document tax stamps to the State of New Hampshire (\$15.00 per thousand) with recording charges as required by the Registry of Deeds.

Seller acknowledges that Seller has this day received from the Buyer the sum of Ten Thousand Dollars (\$10,000.00) as a non-refundable deposit towards this purchase. The real estate is situated at and numbered: 40 South Village Road in the Town of Loudon, State of New Hampshire, and specifically identified in a Mortgage recorded with the Merrimack County Registry of Deeds at Book 3441, Page 0643, this day sold by said Auctioneer at public auction for the sale price as noted above, subject to any and all terms and conditions of the sale.

Buyer: \_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(print name)*

\_\_\_\_\_  
*(Address)*

\_\_\_\_\_  
*(telephone number)*

Seller: GreenLake Real Estate Fund, LLC  
By its Attorneys:  
Craig Deachman and Associates PLLC

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Authorized Agent



water from a deep well. Testing can establish its presence and equipment is available to remove it from the air or water.

- Subject to any Right of Redemption by the United States of America or its agencies or subsidiaries, if any there be;
- Risk of Loss: The Buyer acknowledges that from and after this date, the Buyer shall have the sole risk of loss and the Mortgagee shall have no responsibility for maintaining insurance on the premises. In the event that the premises is damaged by fire or other casualty after the date hereof, the Buyer shall remain obligated to consummate the sale without any reduction in the purchase price;
- In the event the Seller cannot convey title to the property as stipulated, the deposit and, if applicable, the balance of the purchase price shall be refunded and all rights hereunder shall cease and the Buyer shall have no recourse against the Seller or Seller's employees, agents and representatives whether at law or in equity and the obligations of all parties under this Memorandum of Sale shall be null and void;

Initials: \_\_\_\_\_  
(buyer) (buyer)

The Buyer is further advised that all information as shown in the newspaper advertisements and the brochure that has been used for mailing and/or distribution at this auction sale has been compiled purely for the convenience and assistance of the Buyer and while the information shown is assumed to be reasonably correct, it is not guaranteed and/or warranted by the Mortgagee, Auctioneer, Attorney for the Mortgagee, nor any representative of the Mortgagee;

- The Buyer is aware and acknowledges that the property is being sold "as is" and further acknowledges that no representations or warranties of any kind whatsoever have been made by or on behalf of the Mortgagee as to the condition, construction or fitness for habitation or whether it conforms to applicable state or local building and sanitary codes. Further, no representations or warranties have been made by or on behalf of the Mortgagee concerning zoning, state of title, utilities, condition of the premises or otherwise.

I, the Buyer at this Public Auction Sale, do hereby acknowledge that I have read the foregoing and agree to the terms and conditions as set forth and I further acknowledge receipt of a copy of these terms and conditions and a copy of the Auctioneer's Memorandum of Sale.

Buyer: \_\_\_\_\_

\_\_\_\_\_

Seller: GreenLake Real Estate Fund, LLC

By its Attorneys:

Craig Deachman and Associates PLLC

\_\_\_\_\_  
Authorized Agent



## How to Bid Online

In order to bid online, any prospective bidder must first request a property information package. The next step is to create an online bidding account at [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions). Finally, submit your Bidder Registration Form with the required Bidder Deposit to the Auctioneer.

The Bidder Registration Form can be found on the last page of the property information package. It can be hand delivered, mailed or emailed to the office of the Auctioneer at 1 Juniper Road, North Hampton, NH 03862. It can be emailed to [admin@paulmicnnis.com](mailto:admin@paulmicnnis.com) or sent electronically through Dotloop. To use Dotloop, send your request to [admin@paulmcinnis.com](mailto:admin@paulmcinnis.com).

**BIDDER DEPOSIT:** If a bidder wishes to bid online, they will need to provide a Ten thousand-dollar (\$10,000.00) deposit by certified check made payable to Craig, Deachman & Associates, PLLC. The deposit can be hand delivered or mailed to the office of the auctioneer at One Juniper Road, North Hampton, NH 03862, and must be received by the auctioneer prior to auction.

**ADDITIONAL DEPOSIT:** The Successful Bidder(s) will be required to tender an additional deposit to increase their initial deposit to a total of Ten Percent (10%) of the Total Purchase Price, no later than 48 hours from the close of the auction. The deposit must be by wire transfer or certified check made payable to Craig, Deachman & Associates, PLLC Account in U.S. funds. Should the successful bidder fail to execute the Memorandum of Sale and tender the additional deposit, the Bidder agrees to forfeit the initial deposit(s) which shall become a NON-REFUNDABLE, NON-COMPLIANCE FEE.

You can access the online auction portal, [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions), by [clicking here](#).

As shown below, you will need to "**Register/Login**" in the upper right-hand corner of your screen to register and create your online bidding account. You can also click "request to bid" next to the property you are interested in, and you will be prompted to create your [auction.paulmcinnis.com/auctions](http://auction.paulmcinnis.com/auctions) account.



Please contact the auction office with any questions  
[admin@paulmcinnis.com](mailto:admin@paulmcinnis.com) or (603) 964-1301

1 Juniper Road, North Hampton, NH 03862  
Phone (603) 964-1301 [paulmcinnis.com](http://paulmcinnis.com) Fax (603) 964-1302

**BIDDER REGISTRATION FORM • 25PM-01**

**Thursday, January 16<sup>th</sup> at 10:00 a.m.**  
**Loudon Village Country Store with Apartments**  
**Loudon, New Hampshire**

<b>FIRST NAME, MIDDLE INITIAL, &amp; LAST NAME</b>
<b>HOME ADDRESS</b>
<b>CITY, STATE, &amp; ZIP CODE</b>
<b>MOBILE TELEPHONE NUMBER (MUST BE ABLE TO RECEIVE SMS MESSAGES)</b>
<b>EMAIL ADDRESS</b>

**Registration:** At the time of registration, you will be required to deliver your refundable bidder deposit of \$10,000 made payable to Craig, Deachman & Associates, PLLC. By registering to bid you understand and agree that if you are not the successful bidder, this deposit will be returned to you. If you are the successful bidder and you fail to comply with the terms of the auction (specifically signing the Real Estate Purchase & Sale Agreement and delivering the required earnest money within 48 hours of the sale) you hereby authorize the Auction Company to retain your \$10,000 bidder deposit as a NON-REFUNDABLE, NON-COMPLIANCE FEE in the amount of \$10,000 U.S. dollars.

**Terms:** A Ten thousand-dollar (\$10,000.00) deposit by certified check made payable to Craig, Deachman & Associates, PLLC. Successful bidder to increase deposit to 10% of the bid price within 48 hours of sale. Balance due at closing within thirty (30) days of sale. Subject to all terms of mortgagee's notice of sale.

*I hereby represent that I have reviewed the Property Information Package including the General Terms & Conditions, Purchase & Sale Agreement, and the Suggested Due Diligence Checklist and I agree to abide by any and all Terms.*

**PRINT BUYER'S NAME:**

**SIGNATURE OF BIDDER:**

**DATE:**

25PM-01 Reviewed by:

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